

**BIRCH CREEK FOREST PROPERTIES, INC.**  
**SWIMMING POOL USE AND RELEASE OF LIABILITY AGREEMENT**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between Birch Creek Forest Properties, Inc. (the “Association”) and \_\_\_\_\_ the Property Owner (the “Member”) whose address in the subdivision is: \_\_\_\_\_

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**Use of Facilities:**

The Member is granted permission to use the Association’s swimming pool (the “Pool”) located at 200 Birch Forest Drive, subject to the terms and conditions outlined in this Agreement. The Member acknowledges and agrees to comply with all posted pool rules and regulations. Members must be in good standing with the Association and owe no outstanding dues, fees or fines. Pool access is deactivated at the end of the Pool season which currently runs March 1<sup>st</sup> - October 31<sup>st</sup>.

**Pool Fees:**

- **Members:** \$50.00 per year. Payable before activation of the access card.
- Access cards for tenants must be in the Member’s name.
- Maintenance fees must be paid in full before the pool access card will be activated.
- A \$50.00 fee will be charged for the replacement of lost or damaged pool access cards.

**Assumption of Risk:**

The Member acknowledges that swimming and the use of pool facilities involve inherent risks, including but not limited to the risk of injury, illness, or drowning. By using the Pool, the Member voluntarily assumes all such risks. The Association makes no representations or warranties for the safety and security of the use of the Pool and surrounding areas. **NO** lifeguard is on duty at any time. The Member acknowledges that they must be present while guests are at the pool and that an adult, 18 or older, must accompany any minor child.

**Release of Liability:**

In consideration of being permitted to use the Pool, the Member agrees to forever release, waive, and discharge the Association, its directors, officers, employees, agents, and representatives from any and all liability, claims, or demands arising out of or related to the use of the Pool, including claims caused by the negligence of the Association. This release also applies to any family members, guests, friends or tenants etc. of the Member.

**Indemnification:**

The Member, for myself and my heirs, executors, administrators, successors, and assigns, agrees to indemnify and hold harmless the Association from any claims, damages, or losses, including attorney's fees, arising out of the User's use of the Pool or any violation of this Agreement.

**Pool Rules and Regulations:**

The Member, for themselves and their family members, guests, friends or tenants, etc., acknowledges and agrees to adhere to the following rules:

- Swim at your own risk; **NO** lifeguard is on duty.
- Minor children, under 18 years of age, are not allowed in the pool unless accompanied by an adult, 18 years of age or older.
- No diving, running, or horseplay.
- No glass containers or alcohol within the pool or park area.
- The pool is for the exclusive use of Members and their family members, guests, friends, or tenants etc.
- Using another Member’s access card is strictly prohibited.
- Each Member wishing to access the pool must purchase their own access card. Members are not considered “guests” of other Members to keep from purchasing a separate access card.
- Parking vehicles in the park areas adjacent to the pool is prohibited.
- Violation of these rules by a Member or their guests, family members, friends or tenants, etc. may result in fines and deactivation of the Member’s pool access card as outlined in the *Enforcement, Fines and Fees Policy* and in the *Rules and Regulations Policy*.

**Health and Safety:**

The Member certifies that they do not have any existing health conditions that would make swimming unsafe. Additionally, the Member agrees that their family members, guests, friends, and tenants must also refrain from using the Pool if experiencing symptoms of illness or any condition that could pose a safety risk.

**Acknowledgment of Understanding:**

If the Member has authorized a Tenant to receive a pool access card, both parties must sign below, confirming acceptance of responsibility and adherence to pool rules. The Member remains financially and legally responsible for compliance with this agreement.

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Card Key #:** \_\_\_\_\_ **Bath House Key #:** \_\_\_\_\_

**Property Section:** \_\_\_\_\_ **Block:** \_\_\_\_\_ **Lot(s):** \_\_\_\_\_

**Board Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

## CERTIFICATION

We, the undersigned officers of Birch Creek Forest Properties, Inc., hereby certify that this Swimming Pool Use and Release of Liability Agreement was approved and adopted by the Board of Directors on June 06, 2026. It has been entered into the official books and records of the Association and shall be recorded in the Official Public Records of Real Property in Burleson County, Texas. This policy replaces and supersedes the prior version of this policy that was included within Document Number 2012-509, which the Board of Directors rescinded in its entirety.



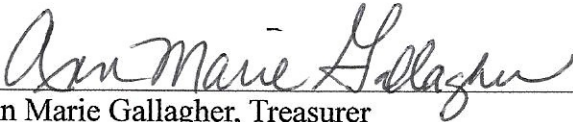
Renita Odstrcil, President



Thomas Scott Howard, Vice-President



John Dunkleman, Secretary



Ann Marie Gallagher, Treasurer



Dennis Shook, Assistant Secretary/Treasurer